

# WEBSITE TERMS AND CONDITIONS

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**Steel Eldridge Stewart**

## IMPORTANT LEGAL NOTICE

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**If you do not accept these terms and conditions, do not use the Website.**

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**Operator of the Website:** The Website is operated and maintained by SES. SES may be contacted at:

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Regulatory information about SES is contained in our [Regulatory Information](#).

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We reserve the discretion to amend these terms and conditions from time to time, in each case with effect from the date on which the amendment is posted on the Website. You should check the Website from time to time to review the then-current terms and conditions. If you continue to use the Website, you will be deemed to have accepted the changes to the terms and conditions. Some of these terms and conditions may be augmented by expressly designated legal notices or terms posted by us on the Website.

We reserve the right from time to time to alter or limit the categories of Website Information which you may access and view using the Website. You agree that we may in our discretion alter, modify, add to or delete any Website Information from time to time, without having to give you prior notice.

**Important disclaimer: Nothing contained on the Website is intended to constitute specific legal advice. The Website is for general guidance only, and we shall not be held liable for any action taken (or any failure to act) in reliance upon the contents of the Website. You should always seek specific advice from us on any individual matter.**

Please contact us and we will be delighted to help you.

**Your use of the Website:** You warrant to us that when using the Website you will not:-

- copy, alter or delete any Website Information except to the extent permitted by these terms and conditions;
- introduce any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information; or
- disclose to any other person any confidential or proprietary information obtained from the Website unless it is in the public domain, you are required to do so by law or with our consent; or
- cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired.

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You may view, print and download our Website Information in a web browser for your own personal use only. Copying Website Information into a computer cache or storage device for private on or off-line browsing purposes is also permitted, as is caching of the Website by an information service provider in the normal course of its business to the extent permitted by the Electronic Commerce (EC Directive) Regulations 2002. You may not publish, make a copy of, incorporate into any other web site, or electronic information storage or retrieval system or reproduce the Website Information or any part of it for any purpose other than your own personal use without prior written consent, which may be granted at our discretion. Where we do not own the copyright or other intellectual property rights in the Website Information, you must approach the owner(s) for such consent. Nothing in these terms and conditions or on the Website constitutes a licence to use or copy the Website Information except as expressly provided for in these terms and conditions.

**Privacy, cookies and data protection:** Please see our privacy policy for full details of the information we collect from you as part of your use of the Website. By accepting these terms and conditions, you also agree to accept the terms of our privacy policy.

**Links to and from other websites:** Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. SES does not control these third party websites and is not responsible for them or their content or availability. SES therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

If you would like to link to this Website, you may only do so if you first obtain our permission. Please e-mail [enquiries@ses-solicitors.co.uk](mailto:enquiries@ses-solicitors.co.uk) stating the URL details to which you wish to link and the URL of the page on which you will be displaying the link. We may in our discretion refuse consent, or grant consent subject to conditions.

**Accuracy of Website Information:** The Website Information is provided “as is” and we make no representation, endorsement or warranty as to its accuracy, completeness or fitness for any particular purpose. We will not be liable for any action taken (or not taken) in reliance upon the Website Information and such action is taken entirely at your own risk. We reserve the right to make changes to the Website Information to correct any errors or omissions (or for other reasons at our discretion) without notice and without liability to you.

Opinions expressed within the Website Information are those of the authors and do not necessarily represent our opinions. In the unlikely event that you find any inaccurate information on our Website or have any complaint about its content please alert us by e-mailing [enquiries@ses-solicitors.co.uk](mailto:enquiries@ses-solicitors.co.uk).

**Internet Service Interruption, Viruses etc.:** We have no control over the Internet, which is a global public network of computers and the method by which you access the Website. As a consequence we take no responsibility for service interruption or the transmission of viruses or other malicious computer code through the Website.

16. We will require to carry out routine maintenance on our servers and equipment. While we seek to keep disruption to a minimum, we do not guarantee that any part of the Website will be available for access at any particular time or times. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the SES's control.

**Our liability to you:** We will not be liable to you for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including through negligence) arising out of or in connection with your use of the Website or Website Information. Some jurisdictions do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you, so **to the fullest extent permitted by law, we exclude all liability to you in contract, delict or negligence.** Nothing in these terms and conditions shall limit or exclude our liability for fraudulent misrepresentation, or for death or personal injury resulting directly from our negligence.

**We also exclude liability of any sort (including liability for negligence) for the acts or omissions of providers of telecommunications services through which you might access the Website or for faults in or failures of their networks and/or equipment.**

**General conditions:** If we fail to exercise or delay in exercising any right or remedy provided under these terms and conditions or by law, that will not constitute a waiver of our rights or remedy nor shall it prevent us from exercising that right or remedy in whole or in part in the future.

Unless specifically provided otherwise, rights arising under these terms and conditions are cumulative and do not exclude rights provided by law.

These terms and conditions and the documents referred to in it are between and for the benefit of you and us (and our successors and assignees) and are not intended to benefit or be enforceable by anyone else.

If any provision of these terms and conditions (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provisions would be valid, enforceable or legal if some part of them or it were deleted, the provision shall apply with whatever modification is necessary to give effect to the original intention of these terms and conditions.

In these terms and conditions, references to one gender include the other genders, references to the singular include the plural and vice versa, and headings will not affect the interpretation of these terms and conditions.

These terms and conditions shall be governed by and construed in accordance with Scots law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Sheriff Court of Tayside, Central and Fife at Cupar.